

# EXHIBIT JJ

**SERVICE CONTRACT 810805**

THIS AGREEMENT IS ENTERED INTO BETWEEN **OWL WORLD LINES EUROPE GMBH** (HEREINAFTER CALLED "MERCHANT/SHIPPER") AND YANGMING MARINE TRANSPORT CORPORATION AND YANGMING (UK) LTD (HEREINAFTER CALLED "CARRIER") FOR THE TRANSPORTATION OF COMMODITIES AS SET FORTH IN THE COMMODITY SECTION HEREIN.

**TERM 1. ORIGINS :**

**TRANSATLANTIC WESTBOUND**

GERMANY, NETHERLANDS, BELGIUM, FRANCE, UK, SPAIN

OTHER COUNTRIES SERVICED VIA ARBITRARY PORTS :  
POLAND

**TERM 2. DESTINATIONS :**

**TRANSATLANTIC WESTBOUND**

USA

**TERM 3. COMMODITIES :**

PLEASE REFER TO "COMMODITY" SHEET

**NOTE FOR TRANSATLANTIC WESTBOUND COMMODITIES :**

"CARGO N.O.S." EXCLUDES THE FOLLOWING :

BEER, CHEMICALS, METAL SCRAP, PAPER, WINES AND SPIRITS, HAZARDOUS CARGOES, COILS SHIPMENTS, SHIPMENTS IN REEFERS, SHIPMENTS IN TANKS.

**TERM 4. MINIMUM QUANTITY :**

PLEASE REFER TO "HEADER" SHEET

**TERM 5. SERVICE COMMITMENTS**

THE CARRIER AGREES TO MAKE AVAILABLE DURING THE TERM OF THIS CONTRACT VESSEL CAPACITY ADEQUATE TO CARRY (1) THE MINIMUM QUANTITY COMMITMENT OF CARGO AND (2) AT CARRIER'S OPTION ANY ADDITIONAL CARGO TENDERED BY THE MERCHANT DURING THE TERM OF THIS CONTRACT. THE MERCHANT AGREES THAT AS FAR AS POSSIBLE CARGO COMMITTED UNDER THIS CONTRACT WILL BE SHIPPED EVENLY THROUGHOUT THE DURATION OF THE CONTRACT. THE MERCHANT AGREES TO GIVE FOURTEEN (14) DAYS BOOKING NOTICE, IF POSSIBLE, BUT IN GENERAL NOT LESS THAN SEVEN (7) DAYS, TO THE CARRIER.

**TERM 6. RATES OR RATE SCHEDULES**

**TRANSATLANTIC WESTBOUND :**

FOR RATES, PLEASE REFER TO "(6-1) OCEAN FREIGHT" SHEET

**TRANSATLANTIC WESTBOUND ASSESSORIALS**

- 1). UNLESS OTHERWISE SPECIFIED IN THE RATE ITEM, ALL ACCESSORIAL CHARGES CONTAINED IN CARRIER'S APPLICABLE COMMODITIES TARIFF FMC-102/61/63/65/66/67 OR SUBSTITUTE TARIFFS SHALL BE CHARGABLE IN ADDITION TO THE RATES INDICATED UNDER THE RATE COLUMN ABOVE. THESE ASSESSORIAL CHARGES SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO CAF, THC, CSC, BAF, ARB, CUC, DOCUMENTATION FEES AND ANY ADDED AT ANYTIME DURING THE PENDENCY OF THIS CONTRACT IN THE CASE OF FORCE MAJEURE OR OTHER SUCH OCCURRENCES.
- 2). 40' HQ WILL BE RATED SAME AS 40' STANDARD.
- 3). SPECIAL EQUIPMENT SURCHARGE FOR IN GAUGE OPEN TOPS, FLAT RACKS CONTAINERS :

EX NCP/UK BASE PORTS : \$450/20'; \$550/40'  
 EX MED BASE PORTS : \$400/20'; \$600/40'

4). HAZARDOUS CARGO SURCHARGE : \$100/20' AND \$150/40'.  
 HAZARDOUS CARGO IS SUBJECT TO CARRIER'S ACCEPTANCE.  
 CLASS 1 AND 7 ARE STRICTLY PROHIBITED.

5). CHASSIS USAGE CHARGE : \$60 PER CHASSIS

6). SMDC (SECURITY MANIFEST DOCUMENTATION CHARGE) :  
 \$30 PER CARGO DECLARATION

7). MERCHANT MAY PICK UP EMPTY CONTAINERS AT INLAND DEPOTS IN  
 GERMANY, AUSTRIA, SWITZERLAND, HUNGARY AND CZECH REPUBLIC  
 AGAINST A HANDLING FEE OF EUR 39 PER BOX AT  
 CARRIER'S CONVENIENCE AND SUBJECT TO PRIOR AGREEMENT.  
 -CARRIER AGREES MERCHANT TO PICK-UP EMPTY CONTAINER IN BREMEN  
 WITH NO PICK UP CHARGE.

8). CSC IN EUROPE AND PTSC IN MED :

TO OR VIA PORTS IN:	PER CONTAINER
BELGIUM	140 EURO
UNITED KINGDOM	114 GBP
IRELAND	160 EURO
FRANCE (LE HAVRE)	143 EURO
GERMANY	170 EURO
NETHERLANDS	156 EURO
DENMARK	685 DKK
FINLAND	66 EURO
NORWAY	780 NOK
SWEDEN	740 SEK
RUSSIA	200 USD
GENOA, NAPLES, ITALY	106 EUR/20', 119 EUR/40'
BARCELONA, SPAIN	111 EUR/20', 126 EUR/40'
PORTUGAL	92 EUR/20', 105 EUR/40'

9). TSC (TERMINAL SECURITY CHARGE) : AS PER TARIFF FMC-61

10). US INLANDS : AS PER TARIFF FMC-66

11). EUROPEAN INLANDS : AS PER TARIFFS FMC-63/65/67

12). OUTPORT ARBITRARIES : AS PER TARIFF FMC-61

13). DEMURRAGE : AS PER TARIFF FMC-61

14). DETENTION : AS PER TARIFF FMC-61  
 SPECIAL AGREEMENT:  
 IN CASE MERCHANT IS PERFORMING OWN PRE-CARRIAGE EX FINLAND, SWEDEN,  
 NORWAY AND DENMARK TO CARRIER'S BERTH PORT OF LOADING (RTM/BRV)  
 10 CALENDAR DAYS FREE TIME OF DETENTION COUNTING FROM CONTAINER  
 PICK UP AT CARRIER'S DEPOT TO DELIVERY CARRIER'S BERTH  
 PORT OF LOADING ARE ALLOWED. NECESSARY REPORTING AS PER COMMON  
 PRACTICE E.G. CUSTOMS ETC. TO BE PERFORMED BY MERCHANT.  
 CSC BERTH PORT OF LOADING IS APPLICABLE AS PER ITEM 8.

15). NO LO/LO CHARGE IN UK

**NOTES APPLICABLE TO TRANSATLANTIC WESTBOUND**

NOTE 1 : GENERAL RATE INCREASE (GRI) CLAUSE

IF AT ANY TIME DURING THE TERM OF THIS CONTRACT, CARRIER  
 PUBLISHES IN A GOVERNING TARIFF A RATE INCREASE APPLICABLE  
 TO ONE OR MORE OF THE COMMODITIES COVERED BY THIS CONTRACT,  
 THE CONTRACT RATES WILL BE ADJUSTED UPWARD IN THE AMOUNT OF  
 SUCH INCREASE. PROVIDED, HOWEVER, THAT IF SHIPPER GIVES THE

CARRIER WRITTEN NOTICE WITHIN TEN (10) DAYS OF THE PUBLICATION OF THE GRI THAT IT OBJECTS TO THE APPLICATION OF THE GRI AMOUNT TO THE CONTRACT RATES, THE PARTIES SHALL DISCUSS AN APPROPRIATE GRI AMOUNT. IF THE PARTIES AGREE TO A GRI AMOUNT OTHER THAN THAT PUBLISHED IN THE TARIFF, THE AGREED AMOUNT WILL BE REFLECTED IN AN AMENDMENT TO THE CONTRACT AND FILED WITH THE FEDERAL MARITIME COMMISSION.

IF THE PARTIES ARE UNABLE TO MUTUALLY AGREE ON A COMPROMISE GRI AMOUNT APPLICABLE TO THE CONTRACT RATES, EITHER PARTY MAY TERMINATE THIS CONTRACT UPON TEN (10) DAYS' WRITTEN NOTICE TO THE OTHER PARTY. WRITTEN NOTICE OF TERMINATION SHALL BE PROVIDED TO THE FEDERAL MARITIME COMMISSION WITHIN THIRTY (30) DAYS OF THE EFFECTIVE DATE OF THE INCREASE. UPON TERMINATION, THE SHIPPER'S MINIMUM QUANTITY COMMITMENT SHALL BE PRORATED IN THE SAME PROPORTION THE REVISED CONTRACT TERM BEARS TO THE ORIGINAL CONTRACT TERM.

NOTE 2 : NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THIS SERVICE CONTRACT OR ANY GOVERNING PUBLICATION, INCLUDING ANY LIMITATION OR RESTRICTION ON THE APPLICATION OF NEW SURCHARGES DURING THE TERM OF THIS CONTRACT, THE PARTIES AGREE THAT THE FOLLOWING CHARGES SHALL APPLY TO THE EXTENT PUBLISHED IN A PUBLICATION GOVERNING THIS CONTRACT AT ANY TIME DURING THE TERM OF THE CONTRACT : ANY CHARGE OR SURCHARGE RELATING TO COST INCURRED IN CONNECTION WITH THE NEWLY-ESTABLISHED SECURITY REQUIREMENTS (WHETHER ESTABLISHED BY LAW, STATUTE, REGULATION, OR BY A SERVICE PROVIDER TO CARRIER) APPLICABLE TO OR RELATING TO ANY PORTION OF THE TRANSPORTATION AND RELATED SERVICES PROVIDED UNDER THIS CONTRACT AND SHALL SPECIFICALLY INCLUDE ALL CHARGES RELATED TO THE COST OF INSPECTING ANY CARGOES CARRIED PURSUANT TO THIS CONTRACT.

**TERM 7. LIQUIDATED DAMAGES FOR NON-PERFORMANCE, IF ANY**

PLEASE REFER TO FMC-102, RULE 108.

**TERM 8. DURATION OF THE CONTRACT :**

PLASE REFER TO "HEADER" SHEET

BEFORE THE EXPIRATION DATE EITHER PARTY SHALL HAVE THE RIGHT TO UNILATERALLY TERMINATE THIS CONTRACT BY PROVIDING WRITTEN NOTICE OF SUCH CANCELLATION/TERMINATION PROVIDED ALWAYS THAT THE MINIMUM VOLUME HAS BEEN ACHIEVED.

**TERM 9. SHIPPER'S STATUS CERTIFICATION AND AFFILIATES, IF ANY**

PURSUANT TO FMC REGULATION 46 CFR 514.7(E) AND, FOR CONTRACTS ENTERED INTO AFTER MAY 1, 1999 SECT 530.6 MERCHANT BY EXECUTION OF THIS CONTRACT CERTIFIES HIS SHIPPING STATUS AND THAT OF ALL HIS AFFILIATES AUTHORIZED TO UTILIZE THIS CONTRACT AS NVOCC

**(IF NVOCC, FOLLOWING CLAUSE MUST BE COMPLETED)**

I CORD BRUEGGE HEREBY CERTIFY THAT OWL  
IS A DULY LICENSED AND BONDED NON-VESSEL OWNER COMMON CARRIER  
HAVING SURETY BOND # 9920541 DATED \_\_\_\_\_  
ISSUED BY \_\_\_\_\_ ON \_\_\_\_\_.

THE OFFICER/DIRECTOR AGREES AND WARRANTS, PERSONALLY AND ON BEHALF OF THE SAID NVOCC, THAT THE CARRIER WILL BE NOTIFIED IN WRITING OF ANY CHANGES IN THE ABOVE DETAILS WITHIN 24 HOURS OF THE CHANGE OCCURRING.

PURSUANT TO FMC REGULATION 46 C.F.R. 530.6, MERCHANT BY EXECUTION OF THIS CONTRACT CERTIFIES HIS SHIPPING STATUS AND THAT OF ALL HIS AFFILIATES AND ANY THIRD PARTIES AUTHORIZED TO UTILIZE THIS CONTRACT AS NVOCCS WHICH HAVE A BOND ON FILE WITH THE FEDERAL MARITIME COMMISSION AND WHERE APPLICABLE ARE LICENSED AS OCEAN TRANSPORT INTERMEDIARIES BY THE FEDERAL MARITIME COMMISSION.

ANY THIRD PARTY NOVOCC COMPANY WHICH IS ADDED TO THIS SERVICE CONTRACT AS AN ADDITIONAL PARTY MUST CERTIFY TO THE CARRIER THAT IT IS BONDED AND, WHERE APPLICABLE, THAT IT IS PROPERLY LICENSED UNDER FEDERAL MARITIME COMMISSION REGULATIONS, NO THIRD PARTY NVOCC COMPANY CAN BE ADDED TO THIS CONTRACT UNLESS IT IS PROPERLY BONDED AND, WHERE APPLICABLE, LICENSED.

**AFFILIATES LIST :**

PLEASE REFER TO "AFFILIATES" SHEET, IF ANY

**BOOKING AGENTS :**

OCEAN WORLD LINES FRANCE, LE HAVRE  
OCEAN WORLD LINES, NETHERLANDS  
OCEAN WORLD LINES, DUESSELDORF/GERMANY  
DOLPHIN SCHIFFAHRTASGENTUR GMBH, VIENNA  
FURNESS SCHIFFAHRT & AGENTUR AG, ZURICH  
TRANSWECO FRAKTMAGLARNA AB, MALMO  
TRANSWECO FRAKTMAGLARNA AB, GOTHENBURG  
SCAN WECO, FRAKTMEGLERNE, OSLO, NORWAY  
TAVATUR SHIPPING, FINLAND  
SEA LINE AGENCIES, DUBLIN  
SEACARGO SCHIFFAHTSKONTOR, FREIGERICHT  
OCEAN WORLD LINES BELGIUM  
OCEAN WORLD LINES PORTUGAL LDY  
OCEAN WORLD LINES GDYNIA  
**TRANSOCEAN SHIPPING TRANSPORTAGENTUR GMBH, VIENNA**  
**TRANSOCEAN SHIPPING TRANSPORTAGENTUR GMBH, MUNICH**  
**TRANSOCEAN SHIPPING TRANSPORTAGENTUR GMBH, DUESSELDORF**  
**TRANSOCEAN SHIPPING BRANCH OFFICE , PRAGUE •ADD**

MERCHANT CERTIFIES THAT ANY BOOKING AGENTS IDENTIFIED IN THIS CONTRACT WILL NOT BE ISSUING THEIR OWN HOUSE BILLS OF LADING AND THAT THEY WILL SOLELY BE ISSUING THE MERCHANT'S BILL OF LADING COVERING SHIPMENTS UNDER THIS CONTRACT.

**TERM 10. RECORDS**

PLEASE REFER TO FMC-102 RULE 104.

**TERM 11. OTHER PROVISIONS OF THE CONTRACT**

PLEASE REFER TO FMC-102 RULES 101, 103, 105, 106, 107, 109.

**SUPPLEMENTARY FORCE MAJEURE CLAUSE:**

IN THE EVENT THAT CARRIER IS PROHIBITED BY THE U.S. CUSTOMS SERVICE FROM UNLOADING SOME OR ALL OF THE CARGO ON A PARTICULAR VESSEL AND SUCH PROHIBITION IS NOT DUE TO ANY ACT OR OMISSION OF THE CARRIER, THEN SUCH PROHIBITION SHALL CONSTITUTE A FORCE MAJEURE EVENT THAT SHALL RELIEVE CARRIER FROM RESPONSIBILITY FOR ANY AND ALL DELAY, DAMAGE, INJURY AND EXPENSE SUFFERED OR INCURRED AS A RESULT THEREOF INCLUDING, BUT NOT LIMITED TO, BREACHES OF SERVICE COMMITMENTS AND/OR TRANSIT TIME GUARANTEES.

**CONFIDENTIALITY CLAUSE :**

UNLESS AUTHORIZED BY THE OTHER PARTY, NEITHER PARTY WILL DISCLOSE THE CONTRACT RATES, TERMS CONDITIONS AND QUOTATIONS OTHER THAN TO ITS EMPLOYEES, AGENTS, FORWARDER, BROKER, TARIFF FILERS, LAWYERS OR AUDITORS, EXCEPT FOR THE CONTRACT TERMS, CONDITIONS OR INFORMATION THAT IS:

-A : REQUIRED BY LAW OR LEGAL PROCESS TO BE PUBLISHED OR DISCLOSED.  
-B : INCORPORATED HEREIN BY REFERENCE FROM A PUBLISHED TARIFF.  
-C : DISCLOSED TO ANY PERSON PARTICIPATING WITH CARRIER IN THE TRANSPORTATION UNDER THE CONTRACT OR RECEIVING COPIES OF THE BILL OF LADING FOR CONTRACT SHIPMENTS.

**TERM 12. SUPERCESSION**

IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS AGREEMENT AND THE CARRIER'S LONG FORM BILL OF LADING THE TERMS OF THE LONG FORM BILL OF LADING SHALL PREVAIL. THE TERMS AND CONDITIONS OF CARRIER'S LONG FORM BILL OF LADING ARE INCORPORATED HEREIN AS IF SET OUT AT LENGTH HEREIN. THE TERMS AND CONDITIONS OF CARRIER'S LONG FORM BILL OF LADING ARE AVAILABLE FROM THE CARRIER OR ANY IF ITS DESIGNATED AGENTS.

**TERM 13. SIGNATURE DATE/ CONTRACT PARTIES/ SIGNATORIES**

THIS CONTRACT IS DULY SIGNED IN HAMBURG ON THE 27.DEC, 2005 BY THE MERCHANT AND THE CARRIER.

**SHIPPER :**  
OCEAN WORLD LINES EUROPE GMBH  
ON BEHALF OF  
OCEAN WORLD LINES INC.  
1981 MARCUS AVENUE  
LAKE SUCCESS, NY 11042

**CARRIER:**  
YANG MING SHIPPING EUROPE GMBH  
AS AGENT FOR  
YANGMING MARIN TRANSPORT CORP  
& YANG MING (UK) LTD  
OBERBAUMBRUECKE 1  
20457 HAMBURG, GERMANY.

BY : \_\_\_\_\_  
CORD BRUEGGE  
MANAGING DIRECTOR

CAPT. P.Y. SHIEH  
MANAGING DIRECTOR